

# Coba Technologies, Inc.

## Terms and Conditions

IMPORTANT – Please read carefully and retain this Account Agreement for your records.

These Terms and Conditions ("Agreement") govern your use of the services offered by Coba Technologies, Inc. ("Coba," "we," or "us"). Coba provides users access to a financial Platform that enables them to interact with financial products and services issued by Monex USA, Inc. ("Monex USA").

By using Coba's services, you agree to these Terms and any additional agreements you accept with Monex USA. Coba acts as a technology Platform that interfaces with Monex USA's banking infrastructure. All banking services are ultimately provided and governed by Monex USA, and users must accept Monex USA's Terms & Conditions to access their accounts.

If you do not agree to these Terms, you must discontinue using the service.

### Definitions

You/Your: The individual using Coba's services.

Agent: A person or entity authorized to act on behalf of an Account owner, including but not limited to authorized signers, attorneys-in-fact, and designated representatives..

Platform: Coba's application.

Partner Bank: Monex USA, the institution responsible for issuing and managing user accounts.

External Account: Any non-Monex USA account you link to the Coba Platform.

Coba Affiliate: Entities affiliated with Coba, whether under common ownership, control, or contractual affiliation

Financial Services: Refer to a Currency Holding Account, Bill Payment service, Payouts, Funds Transfer service, or any other financial product or service available through Coba.

### Consent to Terms and Conditions and Modifications

By enrolling in Coba's services or applying for an Account, you acknowledge and agree to be bound by the Terms and Conditions governing the Account, including any applicable fees. These Terms and Conditions consist of this Agreement, any disclosures provided at the time of account opening, additional disclosures related to other products or services you may utilize, periodic statements, user guides, our Privacy Policy, and any other applicable terms or

conditions we may provide. Continued use of your Account constitutes your acceptance of these Terms and Conditions, your agreement to pay all applicable fees, and your authorization for us to deduct such fees, as they are incurred, directly from your Account balance or any linked external accounts.

#### Modifications

Coba reserves the right to amend or modify the terms of this Agreement, as well as any related disclosures or documentation provided in connection with your Account. Any such changes will be communicated to you in accordance with applicable law.

Should you find any amended terms, conditions, or fees unacceptable, you may terminate this Agreement by closing your Account, provided all outstanding fees and charges have been paid. Coba also reserves the right to suspend or terminate your Account, any related services, or this Agreement at its sole discretion and at any time.

#### Business Days

For the purposes of this Agreement and any related disclosures, “business days” shall mean Monday through Friday, excluding federal holidays, unless otherwise specified.

#### Waivers and Precedents

Any waiver of a term or condition under this Agreement must be expressly authorized in writing by an authorized representative of Coba or the Bank. The approval of any waiver shall not be construed as a precedent or obligation to grant similar waivers in the future.

#### **Identification Notice (USA PATRIOT Act)**

To help the government fight the funding of terrorism and money laundering, U.S. Federal law requires certain financial service providers, including those working with regulated bank partners, to obtain, verify, and record information that identifies each person who opens an account or uses related services.

Accordingly, when you open an account through the Coba Platform or engage in services we facilitate, we may collect your name, physical address, date of birth, taxpayer identification number, and other information that allows us and our regulated partners to verify your identity. We may also request supporting documents, such as a valid government-issued ID or other forms of identification.

Even if you are an existing user, we may request updated information or documentation to meet ongoing compliance requirements. Failure to provide sufficient information may result in delays, restrictions, or closure of your account.

You are solely responsible for the accuracy and completeness of the information you provide. You also agree to update your personal details promptly if there are changes.

## **General Terms and Conditions**

### **Who Can Use the Service**

Only individuals 18 years of age or older who can form a legally binding contract and have a valid residential addresses in the United States, Canada, or Mexico can use our Services. We may impose other restrictions as well.

### **Business Accounts**

Coba offers Business Accounts exclusively and does not support personal or consumer-use accounts. Eligible users include corporations, LLCs, partnerships, sole proprietors (including freelancers and independent contractors who are formally registered), and investment entities such as personal investment vehicles, real estate holding companies, or firms engaging in business-related financial activities. By opening an account, you represent and warrant that you are authorized to act on behalf of the business or entity, that the account will be used solely for permitted business purposes, and that all information provided is accurate and complete. Coba reserves the right to request documentation or take appropriate action, including account suspension or closure, if an account is found to be used outside the scope of authorized business activities.

### **Overview of Coba Services**

Coba provides a Platform for entities seeking access to the U.S.-based financial services. Through our Platform, eligible users can open and manage Currency Holding Accounts, initiate payouts in different currencies, collect payments, and automate workflows tied to cross-border financial activity. While Coba is not a bank, we partner with regulated financial institutions like Monex USA to deliver core account, payments functionality and compliance oversight. Coba facilitates access to these services through an intuitive web and mobile experience, allowing users to monitor balances, schedule transfers, and manage payment operations efficiently.

### **Monex USA**

We have partnered with Monex USA, a licensed financial institution, to connect you to certain financial services, including the ability to receive and send funds in several currencies. When you sign up for an Account with us, you will be prompted to agree to Monex USA's Privacy Policy and terms. You authorize us to share your information with Monex USA for the purposes of opening, maintaining, and supporting your Account. It is your responsibility to ensure that all data you provide is accurate and complete. Because Monex USA operates under its own regulatory framework and agreements, you must accept its Privacy Policy and applicable terms before your Account can be opened.

Coba will provide all account-related notifications and serve as your primary point of contact for customer support.

If you have any questions, please reach out to us at [support@coba.ai](mailto:support@coba.ai).

### **Account Balances**

You agree to maintain a positive balance and will not incur overdrafts. If you manage your Account in such a way that it results in a negative balance or becomes overdrawn, you agree to rectify the matter by transferring sufficient funds from your linked external Account to pay the overdrawn balance.

Your failure to bring your Account to a positive balance could result in the temporary or permanent suspension of your Account and services. Further consequences may be enacted if you do not remedy the situation in a timely manner and may include (1) freezing your Account until the negative balance is rectified, (2) the reporting of your negative balance to a reporting agency, and/or (3) legal action.

### **Confidentiality**

We will disclose information about your Account or the transactions you make to third parties:

- When it is necessary to complete transactions
- To verify the existence and standing of your Account with us upon the request of a third party, such as a credit bureau or merchant
- In accordance with your written permission
- In order to comply with court, governmental, or administrative agency summonses, subpoenas, or orders
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

### **Account Closing**

If you wish to close your Account, you must first withdraw all available funds. Monex USA, as the financial institution providing your Account, may require written notice of your intent to close it. Once the Account is closed, Monex USA is under no obligation to accept further deposits or process pending transactions, though it may choose to do so at its discretion. You agree to hold both Coba and Monex USA harmless for any declined transactions or returned items resulting from Account closure.

If any funds remain in your Account after closure, you must submit a written request for their return. Monex USA will transfer the remaining balance to your linked external Account. If you do not have a linked Account on file, a check will be mailed to the address you have provided. Any applicable closing fees will be deducted from your final balance before the funds are returned.

For assistance with closing your Account, please contact [support@coba.ai](mailto:support@coba.ai).

### **Inactive and Dormant Accounts**

Your Account may be classified as inactive if there is no owner-initiated activity for a period of 180 days. If inactivity continues beyond this period, Monex USA may designate the Account as dormant and close it. In accordance with applicable state escheatment laws, any remaining funds may be transferred to a designated state agency. If this occurs, you may be able to recover your funds by filing a claim with the appropriate agency.

Dormant and inactive Accounts remain subject to applicable service fees. If your Account becomes inactive, we will notify you and provide instructions to reactivate it.

### **Death or Incompetence**

If an Account holder or any individual with signatory authority passes away, becomes legally incapacitated, or is declared incompetent, it is your responsibility—or that of your legal representative—to notify us promptly. Monex USA may continue to process transactions until both:

1. We receive official notification of death or legal incompetence, and
2. We have had a reasonable opportunity to act on that information.

Even upon confirmation of death, Monex USA may, unless otherwise instructed by a legally authorized party, honor transactions dated on or before the date of death for up to ten (10) days. We may request legal documentation to confirm any claims or changes related to the Account.

### **Levies, Garnishments, and Other Legal Processes**

If your Account becomes subject to legal action—such as a tax levy, garnishment, or court order—Monex USA reserves the right to restrict access to your funds, including rejecting payment requests, until the matter is resolved. If we are required to release funds under a legal process, you agree we are not liable for the payment. Any such release will occur after deducting applicable fees, service charges, or other obligations owed to Monex USA. You are responsible for all costs incurred due to legal actions on your Account, including legal fees, which may be charged directly to your Account. We may continue processing transactions unless and until we receive valid court documents. You agree to indemnify Monex USA and Cobra for any resulting losses related to these actions.

### **Deposits and Withdrawals**

#### **Withdrawals from Your Monex USA Account**

You may withdraw or transfer funds from your Monex USA Account using the available tools in the Cobra Platform, subject to Monex USA's terms and applicable limits. Only authorized users of the account can initiate withdrawals. Monex USA reserves the right to decline withdrawal or transfer requests that violate their transaction limits or security policies. Repeated attempts to withdraw beyond available funds or misuse of the Platform may result in account restrictions or closure.

#### **Deposits to Your Account**

Deposits can only be made via supported digital methods. Cash and check deposits are not accepted. Any deposit sent by mail, courier, or made out to Cobra will be rejected and returned if possible. Cobra and Monex USA are not liable for deposits lost in transit or misdirected due to incorrect instructions.

#### **Direct Deposits**

You may receive direct deposits into your Monex USA Account by providing your employer or payer with your account and routing numbers, which are available in the Cobra app. If a deposit

is made in error or is later found to be payable to someone else, the funds will be returned to the originator. Monex USA may also recover funds directly from your balance to comply with applicable laws or government regulations.

### **Electronic Transfers Using Your Account Details**

You may authorize trusted third parties to send funds using your designated account and routing numbers and deposit details. Only share this information with parties you trust to initiate authorized transactions.

### **Returned Deposits**

If a deposited item is returned (e.g., rejected ACH or failed transfer), the amount will be debited from your account. Fees may apply.

You authorize Monex USA to reattempt collection of any returned item. Cobra and Monex USA may also delay crediting the funds if there is a dispute or suspected fraud.

### **Cobra Affiliates**

This section of the agreement applies exclusively to individuals who use products or services associated with a Cobra Affiliate. If you do not use services affiliated with a Cobra Affiliate, this section does not apply to your rights, obligations, or responsibilities under this agreement.

### **Affiliate Definitions**

- **Affiliate Terms** means contracts, agreements, policies, terms, conditions, and other legally-binding arrangements applicable to your Affiliate Transactions.
- **Affiliate Transaction** means a payment obligation incurred by you in connection with (1) A loan initiated from an account managed by a Cobra Affiliate or its financial institution partner; (2) A credit card issued by or through a Cobra Affiliate or its financial institution partner; (3) A payment you initiate through the Cobra app.
- **Cobra Affiliate** refers to any entity under common ownership, contractual affiliation, or operational partnership with Cobra.
- **Repayment Amount** is the MXN or USD equivalent of an Affiliate Transaction, calculated based on the foreign exchange conversion policies stated in these Terms and the applicable Affiliate Terms.

### **Authorization to Debit Your Monex USA Account**

By using services linked to a Cobra Affiliate, you authorize Cobra and/or Cobra Affiliates to withdraw the Repayment Amount from your Monex USA Account upon settlement of each Affiliate Transaction. This transfer represents a legal transfer of ownership of the corresponding funds.

### **Credit Not Conditioned Upon Automatic Payment**

You understand that automatic repayment from your Monex USA Account is not required to access credit services offered by Cobra Affiliates. You may choose a credit product with manual payment features, which may carry higher fees or interest rates. You agree that automatic

transfers of funds from your Monex USA Account to Cobra, a Cobra Partner, or a Cobra Affiliate are authorized under a standing agreement between you and Cobra, and that such transfers may occur without your individual request.

### **Foreign Exchange Conversion**

When you initiate an Affiliate Transaction, funds will be withdrawn from your Monex USA Account to satisfy your payment obligation. These transactions are executed in a non-USD currency, and the USD equivalent required to complete the transaction will be calculated by the applicable Cobra Affiliate or its financial institution partner.

The conversion method—including any applicable transaction fees, FX markups, or charges—will follow the formula defined in the Affiliate Terms, which are accessible in the Cobra Platform and incorporated by reference into this Agreement. Affiliate Terms may be updated from time to time. By initiating an Affiliate Transaction after any such update, you agree to be bound by the revised terms. You acknowledge and agree that Cobra is authorized to withdraw the determined USD amount from your Monex USA Account to fulfill the Affiliate Transaction.

You waive any right to dispute the applied exchange rate, even if it differs from the then-current market rate or rates available through other sources.

### **Disputing Transactions**

To dispute an unauthorized debit related to an Affiliate Transaction, you must follow the dispute process outlined by the specific Cobra Affiliate involved, as described in the applicable Affiliate Terms. Disputes are only valid if (1) they fall under the reasons allowed in the Affiliate Terms or Monex USA's account terms (if unrelated to an Affiliate Transaction), and (2) you provide sufficient evidence that the debit was unauthorized or violated these Terms. If your dispute is accepted, the amount will be refunded to your Monex USA Account within a reasonable timeframe, typically up to 10 business days.

### **Funds Availability Policy**

This section explains how and when funds deposited to your Monex USA Account become available for use. Cobra does not accept deposits directly, by mail, or in person. All deposits must be made through supported electronic methods.

Funds are made available based on the type of deposit and the time they are applied to your Monex USA Account. Some deposits may be subject to a delay or hold period, during which time you will not be able to withdraw those funds or use them for payments or transfers. Monex USA may place holds for reasons including, but not limited to, verification, risk management, or regulatory review.

If a deposit is returned, reversed, or not fully settled (such as a failed ACH or rejected wire), you agree to repay the amount, and any applicable fees, in accordance with our Fee Schedule.

### **Availability Timing**

- Same-day availability applies to verified wire transfers, preauthorized direct deposits (e.g., payroll), and internal transfers once applied to your Monex USA Account.
- Customer-initiated electronic transfers (e.g., ACH pulls) are available once Monex USA receives and applies collected funds.
- Deposits received after 5:00 PM EST are considered received on the next business day.

## **New Account Policy**

During the first 30 days after opening your Coba Account, the following provisional terms may apply:

- Wire transfers and ACH direct deposits may be available on the same business day after being applied to your account.
- Other deposit types may be subject to extended holds of up to nine (9) business days.
- You may be asked to provide additional documentation supporting your transaction activity.

Please note that Monex USA retains full discretion over account activity and reserve management during and after the onboarding period. This includes the right to delay deposits, impose limits, request verification, or close accounts altogether, as determined by their internal risk controls, compliance reviews, or operational policies. Coba serves solely as a technology platform and does not influence account decisions or outcomes.

## **Electronic Funds Transfer Disclosures**

EFT services accessed through Coba are exclusively provided and managed by Monex USA. Please refer to Monex USA's commercial terms and conditions for applicable transaction rights, restrictions, and responsibilities.

## **Login Credentials and Security**

### **Password and Passcode**

To access your Coba account, you will be required to establish a secure password during enrollment. Depending on your security settings, you may be prompted to re-enter your password during future sessions. All users must also complete two-factor authentication (2FA) as an additional layer of security.

Your login credentials (username, password, and 2FA method) serve as personal, confidential authentication tools. It is your responsibility to maintain the confidentiality of this information and take reasonable steps to prevent unauthorized access to your account.

You agree that you will:

- Not share your login credentials or authentication codes with anyone
- Not store your credentials in plain text or write them down in an unsecured manner
- Ensure that any device used to access your account is not left unattended while logged in



- Immediately notify us if you suspect unauthorized access or compromise of your credentials

Coba strongly encourages all users to enable available device-level protections such as biometric authentication (e.g., facial recognition or fingerprint) and secure their devices with passcodes or screen locks.

### **Funds Transfer Service**

The Funds Transfer Service is a feature within the Coba web application that enables users to initiate electronic transfers between accounts at different financial institutions. Transfers are processed directly by Monex USA, a federally regulated financial institution, and Coba acts solely as a technology and onboarding Platform to facilitate access to this service.

Once enrolled, you may initiate transfers:

- From your linked external account to your Monex USA account
- From your Monex USA account to a linked external account

Prior to using the service, you must verify the external account you wish to link for transfer purposes. This verification process may include micro-deposits, ownership validation, or other security steps as determined by Monex USA or Coba.

### **Transfer Authorization & Completion**

By initiating a transfer through the Platform, you authorize Monex USA to debit or credit the specified account(s) via the Automated Clearing House (ACH) network or other available payment rails. Transfers are subject to approval, verification, and successful settlement by Monex USA. Funds may be placed on hold and will not be considered available until settlement is confirmed.

This authorization remains in effect until:

- You remove a linked account via the web application
- You cancel a scheduled transfer
- You notify us or Monex USA, in writing, of your intent to terminate access to the service

### **Ownership Certification**

By using the Funds Transfer Service, you certify that all linked accounts are held in your name or under the same legal ownership. If an account is linked or used in a manner inconsistent with this certification—such as a third-party account—you agree to indemnify Coba and Monex USA against any resulting losses, returns, or disputes.

Monex USA may place a hold on such funds without prior notice and return them via check or electronic refund to the originator after settlement is confirmed.

### **Joint Accounts and Authorization**

If your account is jointly owned, all owners are deemed to have authorized:

- The registration of external linked accounts
- The initiation of transfers between accounts
- The use of any account tied to the service for debit or credit transactions

Authorization remains in effect until written notice and required documentation is provided and acted upon.

Each joint account holder or external account holder agrees to be jointly and severally liable for any losses incurred due to misuse of the Funds Transfer Service, including transfer amounts, applicable fees, and legal costs.

### **Transfer Limits and Restrictions**

Transfers are subject to availability of funds in the source account and successful linkage verification. Monex USA may impose daily, transactional, or monthly limits based on account type, risk profile, and usage history. These limits are set for security purposes and will not be disclosed in advance.

Additionally, Monex USA and/or Cobra reserve the right to:

- Limit the number of external accounts linked to your profile
- Place transaction holds or impose other risk-based restrictions
- Suspend or close your account if unauthorized or unlawful activity is detected

### **Truth in Savings Disclosure**

Cobra does not require a minimum deposit to open an account through its Platform.

- There is no minimum balance requirement
- No maintenance fees are charged by Cobra for access to the Platform or its account services
- While Cobra does not impose fees, the underlying financial institution (Monex USA) may have its own fee structure. Please refer to Monex USA's disclosures for details regarding account terms and conditions.

### **Rights to Setoff**

To the extent permitted by law, if you owe any amount to Cobra or its Affiliates—whether under this Agreement or in connection with another service or obligation—you grant us a consensual security interest in any funds accessible through your Cobra-linked account. You also authorize us to set off or apply those funds toward repayment of any such obligation, including amounts owed due to fees, charges, or advances.

This right of setoff is in addition to, and does not limit, any other rights or remedies available to us under applicable law. If a setoff is exercised, we will provide notice to you where and as required by law.

Important: Setoff rights apply only to obligations owed to Cobra. For obligations involving your account provider (Monex USA), please refer to their account agreement.

**Taxes**

You are solely responsible for reporting and paying any applicable taxes related to your use of the Cobra Platform or any associated account activity. Cobra does not provide tax advice and makes no representations regarding your tax obligations. Please consult with a tax advisor if you have questions regarding your specific reporting requirements.

**Severability**

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, that provision will be severed from the Terms and will not affect the validity or enforceability of the remaining provisions. The remainder of the Agreement will continue in full force and effect.

**Invalidated Provisions**

If an arbitrator or court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, you and Cobra agree that such authority should interpret the provision in a manner that best reflects the original intent of the parties, to the extent permitted by law. All other provisions of this Agreement will remain fully effective and enforceable.

**Dispute Resolution****Governing Law**

This Agreement, as it relates to your use of the Cobra Platform, including any services, features, or obligations provided directly by Cobra, will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. All activities related to your relationship with Cobra will be deemed to have been performed in Austin, Texas.

Any products or services provided by Monex USA, including but not limited to account issuance, funds transfer execution, and financial operations, are governed by Monex USA's own terms and conditions. Any disputes, claims, or matters arising from those services will be subject to the laws, jurisdiction, and governing terms set forth by Monex USA.

**Disputes**

If a dispute arises between you and Cobra, we encourage you to first contact us directly so we can understand and attempt to resolve your concerns. You may reach our support team at [support@coba.ai](mailto:support@coba.ai).

If we are unable to resolve your issue to your satisfaction, we will work with you in good faith to provide a neutral, fair, and cost-effective method of resolving the dispute—ideally without the need for formal legal proceedings. In most cases, this will involve resolution through the binding arbitration process outlined in this Agreement.

**Arbitration**

This section affects your legal rights. Please read carefully.

To resolve disputes in the most expedient and cost-effective manner, you and Cobra agree that any claim or controversy arising out of or relating to your use of the Cobra Platform or services offered directly by Cobra—including access issues, Platform errors, or account configuration problems—will be resolved through final and binding arbitration, rather than in court.

This arbitration agreement does not apply to products or services offered by Monex USA, including currency holding accounts, funds transfers, or any type of transactions. For those services, please refer to Monex USA's terms and conditions.

**Key Terms:**

- Arbitration will be conducted under the AAA Commercial Arbitration Rules, as modified by this Agreement.
- You and Cobra waive the right to a jury trial or to participate in class actions.
- Arbitration may take place via written submission, telephonic hearing, or in-person proceeding in Austin, Texas, unless otherwise mutually agreed.
- The arbitrator shall maintain confidentiality of all proceedings and outcomes.
- If you are unable to pay arbitration fees, Cobra will cover reasonable costs as required by AAA rules.

You agree that any claim outside this scope, or any permitted litigation, shall be brought exclusively in the state or federal courts located in Austin, Texas, and you consent to personal jurisdiction in those courts.

If any portion of this Arbitration Agreement is found to be unenforceable, the remainder of the Agreement will remain in full force and effect. If an arbitrator or court determines that a particular provision is invalid, the parties agree that it should be interpreted to most closely reflect the original intent of the provision.

**Contact Information**

Cobra wants to hear your comments, concerns, suggestions, or questions. Email us at [support@coba.ai](mailto:support@coba.ai).